

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MICHAEL KIRCHHOEFER	:	
48 Forest Lane	:	
Levittown, PA 19055	:	
Plaintiff	:	
	:	
v.	:	
	:	
LINCOLN NATIONAL LIFE	:	
INSURANCE CO	:	
2005 Market Street #4,	:	
Philadelphia, PA 19103	:	
Defendant	:	NO:

COMPLAINT

NOW COMES, the Plaintiff, Michael Kirchhoefer, by and through his Counsel, Pond, Lehocky, Giordano, LLP, and hereby complains of the above referenced Defendant, The Lincoln National Life Insurance Company, (hereinafter referred to as "Lincoln"), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through his Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

2. Venue is proper in this jurisdiction as all actions and occurrences which

give rise to the instant action occurred within the jurisdictional boundaries of this Honorable Court. Specifically, under the ERISA statute, venue is proper “in the district where the plan is administered, where the breach took place, or where a defendant resides or may be found.” 29 U.S.C. §1132(e)(2): The breach has been defined as where Plaintiff was to actually receive benefits. The Plaintiff was to receive benefits within the judicial district of this Honorable Court.

II. FACTS:

3. The Plaintiff, Michael Kirchhoefer, is an adult and competent individual with a physical address of 48 Forest Lane, Levittown, PA 19055.

4. The Defendant, Lincoln, under information and belief, is a business entity with a principal place of business located at 2005 Market St. #4, Philadelphia, PA 19103 with a corporate headquarter address of 1300 South Clinton Street, Fort Wayne, IN 46802.

5. Lincoln is a business entity, which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

6. On a date certain, Lincoln, issued a policy providing disability insurance benefits to the Plaintiff through the Plaintiff’s employer, Empire Abrasive Equipment Co.

7. The policy of insurance aforementioned provided for an employee

benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of him under said contract of insurance.

10. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan provided by Lincoln to the Plaintiff's employer.

11. On a date certain, the Plaintiff filed an application for short term disability benefits with Lincoln. He received benefits under said policy until March 1, 2019.

12. By correspondence dated April 2, 2019, Lincoln notified the Plaintiff that his claim was terminated and that he was not entitled to benefits beyond March 1, 2019 as the Plaintiff could perform his regular occupation.

13. The Plaintiff filed an administrative appeal and submitted additional medical records and opinions of his treating physicians in support of his claim.

14. By correspondence dated October 25, 2019, Lincoln denied the Plaintiff's administrative appeal.

15. The Plaintiff filed an additional appeal and Lincoln overturned its prior denial and determined benefits were payable from April 3, 2019 to July 29, 2019.

16. The Plaintiff filed an additional administrative appeal again arguing that he meets the definition of disability beyond July 29, 2019.

17. Lincoln acted arbitrarily, capriciously and in a manner serving only its own business interest when it denied the Plaintiff's claim for disability benefits.

18. The actions of Lincoln in denying the Plaintiff's claim for disability insurance benefits was arbitrary, capricious and was not made in good faith and made in violation of 29 U.S.C. §1001, et seq.

19. The actions of Lincoln in denying the Plaintiff's claim for disability insurance benefits are contrary to the language of the policy in question.

20. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that he meets the definition of disability under the policy of insurance.

21. The Plaintiff is entitled to recover the benefits due to him under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

22. As a direct and proximate result of the actions of Lincoln as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

23. As a direct and proximate result of the actions of Lincoln, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due

and owing to the Plaintiff from July 29, 2019 to the present and continuing into the future.

WHEREFORE, the Plaintiff, Michael Kirchhoefer, respectfully requests that judgment be entered against Lincoln as follows:

1. Ordering Lincoln to pay to the Plaintiff, Michael Kirchhoefer, long term disability insurance benefits from July 29, 2019 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Michael Kirchhoefer, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:



Michael J. Parker, Esquire
PA Bar ID No.: 93024

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